

# **EXHIBIT D-1**



## Lease Application Agreement Helios

Date when submitted: 7/14/2015

### Resident Information

Name: Ethan B Harter  
 Other Occupants:  
 Site Address: 7901 E. Bellevue Avenue  
 Englewood, CO, 80111  
 Applied: 7/9/2015  
 Lease Move-In Date: 7/24/2015  
 Lease Start: 7/24/2015  
 Lease End: 10/23/2016

### Lease Application

Name: Ethan B Harter  
 Date Of Birth: 8/22/1992  
 Social Security Number: 616708219  
 Income Monthly: \$400.00  
 Income Other: \$50000.00  
 Driver's License No: 33031225  
 DL State ID: NC  
 Home Phone: 8057987191  
 Work Phone: 8057897191  
 Work Phone Ext:  
 Mobile: 8057987191  
 Fax:  
 Email: Ethanbharter@gmail.com

### Background Information

Have you ever been convicted, plead guilty, no-contest, received probations, deferred adjudication, court-ordered supervision, or pre-trial diversion for a felony, sex-related crime, or misdemeanor assault against another person: No

Evicted: No  
 Sued for rent: No  
 Sued for property damage: No  
 Broken a lease: No

### Emergency Contact

Name: ken harter  
 Relationship: father  
 Address: 1620 e beltline rd  
 carrollton, TX, 75006  
 Home Phone:  
 Work Phone:  
 Work Phone Ext:  
 Mobile: 8057984451  
 Fax:  
 Email: kenharter@tx.rr.com

In the event of serious illness, death, or other circumstances that would make you unavailable, the emergency contact can remove your property from your unit or the common areas: Yes

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**Current Residence**

Residence/Mortgage Company: Carolina Blue Rentals  
 Rent/Own/NA: Rent  
 Address: 510 Hillsborough Rd  
 Carrboro, NC, 27510  
 Rent Amount: \$575.00  
 Manager/Contact: Jennifer Lewis  
 Move-In Date: 8/1/2014  
 Move-Out Date:  
 Phone:  
 Reason for leaving: Moving To Denver  
 Fax:  
 Email:

**Current Employer**

Employer Name: Kenneth Harter  
 Address: 1620 E Beltline Rd  
 Carrollton, TX, 75006  
 Job Title: Clerk  
 Job Type:  
 Est. Annual Income: \$4800  
 Start Date: 6/15/2012  
 End Date:  
 Supervisor Name: Kenneth Harter  
 Phone: 8057984451  
 Fax:  
 Email: Kenharter@tx.rr.com

**Rental Criteria**

To assist you with your decision on your new home, we are providing a list of guidelines used for qualifying applicants for residency in our communities. Nothing contained in these requirements shall constitute representation by Greystar that all residents and occupants currently residing in our community have met or currently meet these guidelines. Qualification standards include but are not limited to the following criteria.

**IDENTIFICATION.** Applicants must present a valid government issued photo identification card for each person age 18 years and older that will be living in the apartment.

**INCOME.** All applicants must have a combined verifiable source of income in an amount in accordance with current community guidelines but no less than three (3) times the rental rate. If an applicant has no income, a guarantor must be obtained or the applicant may be denied.

**CREDIT HISTORY.** Our credit reporting agency evaluates credit and rental history against indicators of future rent payment performance. An unsatisfactory finding may result in the requirement of an additional deposit, guarantor, or denial.



**GUARANTORS.** If a guarantor is needed, he/she must meet the entire qualifying criteria as presented above. All guarantors must have a verifiable source of income in an amount no less than five (5) times the rental rate. A guarantor may be accepted for lack of rental history, lack of credit, or lack of income. The guarantor must pay an application processing fee, sign the Lease Contract Guaranty, reside in or be a citizen of the United States, and may be subject to criminal screening.

**CRIMINAL HISTORY.** Our investigation includes criminal background screening. It is possible your application may be denied due to criminal convictions or charges.

**OCCUPANCY.** The maximum number of residents permitted to dwell in an apartment shall not exceed two (2) occupants per bedroom. The only exception to occupant limitations is anyone protected as familial status under Federal Fair Housing Guidelines. In this case, we will allow two (2) persons per bedroom, plus one (1) additional person in the apartment home.









**PETS.** Pet restrictions vary at each community. If you have pets, please contact your Leasing Professional at (303) 740-7901 for more information.

**FAIR HOUSING STATEMENT:** Greystar is committed to compliance with all federal, state, and local fair housing laws. Greystar subscribes to a universal policy for the achievement of equal housing and no person will be discriminated against because of race, color, age, religion, national origin, sex, familial status, disability, sexual orientation, gender identity, marital status or any other local laws protecting specific classes. All persons involved with the leasing and operation of apartment homes are provided with diversity training on fair housing laws and Greystar corporate policies.

**ADA STATEMENT.** Greystar and the Owner are committed to compliance with the Americans with Disabilities Act by allowing the modification of existing premises for reasonable accommodations at the expense of the disabled person, if the disabled person agrees to restore the premises at their own expense to the pre-modified condition provided the modification would not affect the use and enjoyment of the premises for future residents.

**RENTAL RATES AND LEASE TERMS.** Original rental rate quotes will be honored for two (2) business days. The rental rate quote is associated with the apartment's availability at the time of your quote, move in date, and lease term requested. Any revisions or changes to the time of the quote, your move-in date, or lease term will require a revised quote which may result in a different monthly rental rate.

The Qualification Acknowledgement and Rental Application are available in Spanish if needed. Please contact the leasing office to request a Spanish translation version.

"El uso del reconocimiento y del alquiler de la calificaci  est  disponible en espa  ol si est  necesitado. Entre en contacto con por favor la oficina del alquiler con opci  n a compra para solicitar una versi  n espa  ola de la traducci  n."



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## **Consent Form**

### **Privacy Policy for Personal Information of Rental Applicants and Residents**

We are dedicated to protecting the privacy of your personal information, including your Social Security or other governmental identification numbers. We have adopted a privacy policy to help ensure that your information is kept secure. We follow all federal and state laws regarding the protection of your personal information.

**How information is collected.** You will be asked to furnish some of your personal information (such as your Social Security or other governmental identification numbers) at the time you apply to rent from us. This information will be on the rental application form or other document that you provide to us or to an apartment locator service, either on paper or electronically.

**How and when information is used.** We may use this information in the process of verifying statements made on your rental application, such as your rental, credit and employment history. We may use the information when reviewing any lease renewal. We may also use it to assist us in obtaining payment from you for any money you may owe us in the future.

**How the information is protected and who has access.** Only authorized persons have access to your Social Security or other governmental identification number. We keep all documents containing this information in a secure area, accessible only by authorized persons. We limit access to electronic versions of the information to authorized persons only.

**How the information is disposed of.** After we no longer need your Social Security or other governmental identification numbers, we will store or destroy the information in a manner that ensures that no unauthorized person will have access to it. Our disposal method may include physical destruction or obliteration of paper documents or electronic files containing such information.

**Locator services.** If you found us through a locator service, please be aware that locator services are independent contractors and are not employees of Greystar or this community—even though they may initially process rental applications and fill out lease forms. You should require any locator services you use to furnish you their privacy policies, as well.

**What if you don't have a Social Security number.** You will be asked to provide a social security number as part of the application process. If you cannot meet this requirement, and/or you are not a U.S. citizen, please contact the Community Manager at (303) 740-7901 for further assistance.



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### Terms And Conditions

You declare you understand the following regarding fees and deposits:

- ◆ A non-refundable application fee, a non-refundable administrative fee, and an online application deposit will be necessary to hold your new apartment. Once the pre-qualification process is completed and your application is approved, the application deposit will be credited toward the required security deposit.
- ◆ If your application is denied, the application deposit and administrative fee will be refunded.
- ◆ You may not withdraw your application or application deposit. If you withdraw your application or change your mind about renting the apartment home, we'll be entitled to retain all application fees, application deposits and administrative fees as liquidated damages, and will have no further obligations to one another.

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached or, if no Lease Contract is attached, the Lease Contract will be the current Lease Contract terms noted above. Special information and conditions must be explicitly noted within the Lease Contract or in the Contemplated Lease Information.

2. **Application Fee (nonrefundable).** You have delivered to our representative a nonrefundable application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.

3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. The application deposit is not a security deposit. However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7.

4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.

5. **Approval When Lease Contract Isn't Yet Signed** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.

6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval. If you fail to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.



7. **If You Withdraw Before Approval.** You may not withdraw your Application or the application deposit. If, before signing the Lease Contract, you withdraw an Application or notify us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.

8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided: a separate Application has been fully filled out and signed by you and each co-applicant; an application fee has been paid to us; An application deposit has been paid to us.

9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. You must not assume approval until you receive actual notice of approval.

10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within 30 days of disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.

11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next day.

12. **Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.

13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.

14. **Signature.** Our representative's signature is consent only to the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.

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#### **Application Authorization**

By clicking the "I Agree" button, you agree and accept to be bound by the above lease and rental application terms and conditions.

Acceptance by : HEAD OF HOUSEHOLD

☒ **ESA** **ETHAN HARTER** 07/14/2015

ID : 0C3FA901-E1F4-4189-8D43-3E35B5801308